

Dayton Independent Schools District  
Dayton, Kentucky  
*Contract Employing Superintendent*

This CONTRACTUAL AGREEMENT made and entered into this 14<sup>th</sup> day of May 2012, by and between the DAYTON INDEPENDENT SCHOOLS BOARD OF EDUCATION (hereinafter the "BOARD"), and JAY BREWER (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the Board held on the 14<sup>th</sup> day of May 2012.

WITNESSETH

NOW, THEREFORE, the BOARD and SUPERINTENDENT, for the consideration herein specified, agree as follows:

IT IS AGREED:

1. TERMS OF EMPLOYMENT

SUPERINTENDENT is hereby hired and retained for a term commencing on July 1, 2012, to June 30, 2016, as Superintendent of the Dayton Independent Schools District, Dayton, Kentucky.

2. DUTIES


The duties and responsibilities of the SUPERINTENDENT shall be all those duties incident to the Office of the SUPERINTENDENT imposed by the law and regulations of the Commonwealth of Kentucky and as provided within BOARD policies. The BOARD may assign other duties and responsibilities as may be needed from time to time to the SUPERINTENDENT.

3. OUTSIDE ACTIVITIES

SUPERINTENDENT shall devote his time, attention, and energy to the business of the school district.

The SUPERINTENDENT and BOARD recognize the advisability and on occasions the necessity of SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at the

  
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local, state, or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, for the BOARD to pay for necessary fees, including membership fees, and travel and subsistence expenses as may be approved by the BOARD or may be set forth in local BOARD policy. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Dayton Independent Schools.

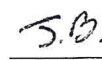
However, if the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein he is compensated as a lecturer, consultant, or for such attendance, the time involved with such functions shall not be considered as part of the 242 day required working days and the BOARD shall not pay the SUPERINTENDENT's expenses involved with such functions.

#### 4. COMPENSATION

The salary for serving as superintendent shall be One Hundred Twenty Five Thousand (\$125,000.00) dollars per school year. The salary shall be paid in equal and regular installments on the same dates administrators who work twelve (12) months are paid. The SUPERINTENDENT shall receive the same increase of salary for each year that the certified staff receives and his salary shall increase as he proceeds through the salary schedule by rank and experience.

The BOARD based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this AGREEMENT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustment of salary made during the term of this AGREEMENT shall be in the form of an amendment to this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT has been extended. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that such increase

  
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shall occur. The BOARD shall conduct an evaluation of the SUPERINTENDENT. The BOARD shall devote a portion of one meeting to an evaluation of the SUPERINTENDENT's performance and to a discussion of the working relationship between the SUPERINTENDENT and the BOARD. The evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the District. The SUPERINTENDENT shall submit to the BOARD a recommended format for this written evaluation and assessment.

5. WORKING DAYS AND BENEFITS

- a. Working Days – It is understood and agreed that each school year from July 1 through June 30 during the term of this agreement, the SUPERINTENDENT shall engage 242 working days. The parties acknowledge that there are 260 (52 x 5) working days in one year. In addition to the 18 (260 – 242) days of leave which the SUPERINTENDENT is entitled to, the SUPERINTENDENT shall also be entitled to an additional 10 days of vacation. In the event that the SUPERINTENDENT does not utilize one or more of his 10 vacation days, such unused days shall be added to the next school years vacation days. In the event this agreement is terminated under paragraph 6 of this agreement, then the SUPERINTENDENT shall receive a sum of pay from the BOARD equal to Five Hundred Sixteen and 53/100 (\$516.53) dollars per unused vacation day.
- b. Leaves – The SUPERINTENDENT shall accrue all leave days as authorized by BOARD policy for certified employees.
- c. Expenses – The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by the BOARD and incurred by SUPERINTENDENT in the continuing performance of his duties under this agreement, as determined by the BOARD and according to BOARD policies.
- d. Retirement Benefits – The SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in the BOARD's policies.

  
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- e. Cellular Telephone – The SUPERINTENDENT shall be provided a BOARD owned cellular telephone or like kind of telecommunications device with BOARD contracted service to use in the execution of his duties.

6. TERMINATION OF EMPLOYMENT AGREEMENT

This agreement may be terminated as per BOARD Policies and shall also include the following:

- a. By expiration of its term;
- b. Mutual agreement of the parties; and
- c. Discharge for cause.

7. BOARD POLICY

The SUPERINTENDENT's duties and obligations are governed by BOARD policy, unless otherwise specifically modified hereinabove.

8. SAVING CLAUSE

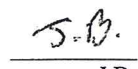
If, during the term of this AGREEMENT, it is found that a specific clause of the AGREEMENT is illegal under federal or state law, the remainder of the AGREEMENT not affected by such a ruling shall remain in force.

9. MISCELLANEOUS

This AGREEMENT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect. Any court action that is filed by either party or any other person or entity relating to this agreement or the relationship between the parties shall be filed in the State Courts of the County of Campbell in the Commonwealth of Kentucky.

Paragraph headings have been inserted for convenience or reference only. If there is any conflict between such headings and the text of this agreement, the text shall control.

  
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This AGREEMENT shall be executed in duplicate originals.

This AGREEMENT contains all of the terms agreed upon by the parties with respect to the subject matter of this AGREEMENT and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

In TESTIMONY THEREOF, the BOARD AND SUPERINTENDENT have caused this AGREEMENT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

DAYTON INDEPENDENT BOARD OF EDUCATION

BY: Rosann Sharon  
ROSANN SHARON, CHAIRPERSON

ATTEST:

Gary Rye  
GARY RYE, SECRETARY


COMMONWEALTH OF KENTUCKY  
COUNTY OF CAMPBELL, SS

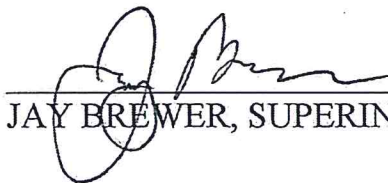
SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above named Chairperson of the Dayton Independent Schools Board of Education, Rosann Sharon, on this 14<sup>th</sup> day of May, 2012.

William C. Voeller  
NOTARY PUBLIC – State at Large  
My Commission expires: 3/31/2013

COMMONWEALTH OF KENTUCKY  
COUNTY OF CAMPBELL, SS


SIGNED before me a Notary Public by the above named Secretary of the Dayton Independent Schools Board of Education, Gary Rye, on this 14<sup>th</sup> day of May, 2012.

  
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NOTARY PUBLIC – State at Large  
My Commission expires: 3/31/2013

  
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JAY BREWER, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY  
COUNTY OF CAMPBELL, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above named Jay Brewer on this 14<sup>th</sup> day of May, 2012.

  
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NOTARY PUBLIC – State at Large  
My Commission expires: 3/31/2013

FIRST AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT

THIS FIRST AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT ("Amended Agreement") is executed as of July 1, 2013 ("Effective Date"), between THE DAYTON INDEPENDENT SCHOOLS BOARD OF EDUCATION ("BOARD") and JAY BREWER ("SUPERINTENDENT").

WHEREAS, the parties entered into a Contract Employing Superintendent ("Agreement") on May 14, 2012;

WHEREAS, following the execution of the Agreement budget issues have arisen in the School District necessitating the reduction of working days of all certified staff;

WHEREAS, the parties believe that any reduction of working days which are applied to the certified staff should also be applied to the SUPERINTENDENT;


NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, the parties hereby agree as follows:


1. Section 4 of the Agreement is hereby amended to read as follows:

2. COMPENSATION

The salary for serving as superintendent shall be One Hundred Twenty Four Thousand Six Hundred Seventy Eight and 67/100 (\$124,678.67) dollars per school year. The salary shall be paid in equal and regular installments on the same dates administrators who work twelve (12) months are paid. The SUPERINTENDENT shall receive the same increase of salary for each year that the certified staff receives and his salary shall increase as he proceeds through the salary schedule by rank and experience.

The BOARD based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this AGREEMENT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustment of salary made during the term of this AGREEMENT shall be in the form of an amendment to this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT has been extended. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that such increase shall occur. The BOARD shall conduct an evaluation of the SUPERINTENDENT. The BOARD shall devote a

  
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portion of one meeting to an evaluation of the SUPERINTENDENT's performance and to a discussion of the working relationship between the SUPERINTENDENT and the BOARD. The evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the District. The SUPERINTENDENT shall submit to the BOARD a recommended format for this written evaluation and assessment.

**2. Section 5a. of the Agreement is hereby amended to read as follows:**


- a. Working Days – It is understood and agreed that each school year from July 1 through June 30 during the term of this agreement, the SUPERINTENDENT shall engage 241 working days. The parties acknowledge that there are 260 (52 x 5) working days in one year. In addition to the 19 (260 – 241) days of leave which the SUPERINTENDENT is entitled to, the SUPERINTENDENT shall also be entitled to an additional 10 days of vacation. In the event that the SUPERINTENDENT does not utilize one or more of his 10 vacation days, such unused days shall be added to the next school years vacation days. In the event this agreement is terminated under paragraph 6 of this agreement, then the SUPERINTENDENT shall receive a sum of pay from the BOARD equal to Five Hundred Seventeen and 34/100 (\$517.34) dollars per unused vacation day. The BOARD shall establish an annual work calendar for the SUPERINTENDENT during the month of June for each following year and such calendar shall designate the non-work days associated with this AGREEMENT.


**3. Section 5b. of the Agreement is hereby amended to read as follows:**

- b. Leaves – The SUPERINTENDENT shall accrue all leave days as authorized by BOARD policy for certified employees. In the event the SUPERINTENDENT utilizes any sick leave, whether less or more than one day, the SUPERINTENDENT shall notify each member of the BOARD via electronic mail within 24 hours after utilizing such sick leave or as soon as is practicable for the SUPERINTENDENT. In the event the SUPERINTENDENT utilizes any annual leave for a scheduled contract workday, whether less or more than one day, the SUPERINTENDENT shall notify each member of the BOARD via electronic mail within 24 hours after utilizing such annual leave.

**4. In all other respects the Agreement shall remain in full force and effect without change.**

IN WITNESS WHEREOF, this Amended Agreement has been executed by the parties hereto on the day and year first above written.

  
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In TESTIMONY THEREOF, the BOARD AND SUPERINTENDENT have caused this FIRST AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

DAYTON INDEPENDENT BOARD OF EDUCATION

BY: Rosann Sharon  
ROSANN SHARON, CHAIRPERSON

ATTEST:

Patricia Gosney  
PATRICIA GOSNEY, FINANCIAL OFFICER

COMMONWEALTH OF KENTUCKY  
COUNTY OF CAMPBELL, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above named Chairperson of the Dayton Independent Schools Board of Education, Rosann Sharon, on this 24<sup>th</sup> day of July, 2013.

[Signature]  
NOTARY PUBLIC - State at Large  
My Commission expires: 8-11-2015

COMMONWEALTH OF KENTUCKY  
COUNTY OF CAMPBELL, SS

SIGNED before me a Notary Public by the above named Financial Officer of the Dayton Independent Schools Board of Education, Patricia Gosney, on this 24<sup>th</sup> day of July, 2013.

[Signature]  
NOTARY PUBLIC - State at Large  
My Commission expires: 8-11-2015

[Signature]  
JAY BREWER, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY  
COUNTY OF CAMPBELL, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the  
above named Jay Brewer on this 24<sup>th</sup> day of July, 2013.

  
NOTARY PUBLIC - State at Large  
My Commission expires: 8-11-2015

## **SECOND AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT**

**THIS SECOND AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT** ("Second Amended Agreement") is executed as of July 1, 2014 ("Effective Date"), between **THE DAYTON INDEPENDENT SCHOOLS BOARD OF EDUCATION ("BOARD")** and **JAY BREWER ("SUPERINTENDENT")**.

**WHEREAS**, the parties entered into a Contract Employing Superintendent ("Agreement") on May 14, 2012 and the Agreement's term commenced on July 1, 2012;

**WHEREAS**, the parties entered into a First Amendment to Contract Employing Superintendent ("First Amended Agreement") on July 24, 2013 that was effective July 1, 2013;

**WHEREAS**, following the BOARD'S evaluation of the SUPERINTENDENT conducted pursuant to Paragraph 4 of the Agreement in open session of the regular monthly meeting of the BOARD on May 27, 2014, the BOARD determined that the SUPERINTENDENT'S excellent service to the BOARD, dedication to the Dayton Independent Schools District and exemplary leadership of the school personnel are worthy of an increase in benefits for the remainder of the term of the Agreement;

**WHEREAS**, budget issues within the School District exist as they do among most all School Districts within the Commonwealth of Kentucky;

**WHEREAS**, the budget issues within the School District prohibit the BOARD from increasing the compensation to the SUPERINTENDENT that is described in the Agreement;

**WHEREAS**, the paid holidays and vacation days to which the SUPERINTENDENT is entitled can be increased without causing a negative impact upon the budget issues within the School District;

**WHEREAS**, the BOARD and the SUPERINTENDENT desire to clarify the BOARD'S obligation in the event the SUPERINTENDENT is separated from employment in the future;

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, the parties hereby agree as follows:

**1. Section 5a. of the Agreement and the First Amended Agreement is hereby amended to read as follows:**

- a. **Working Days** – It is understood and agreed that each school year from July 1 through June 30 during the term of this agreement, the SUPERINTENDENT shall engage 241 working days. The parties acknowledge that there are 260 (52 x 5) working days in one year. In addition to the 19 (260 – 241) days of leave which the SUPERINTENDENT is entitled to, the SUPERINTENDENT shall also be entitled to an additional 12 days of vacation. In addition to the 19 days of leave and the 12 days of vacation which the SUPERINTENDENT is entitled to,

the SUPERINTENDENT shall also be entitled to be paid for the holidays provided in Board Policy 03.122 and an additional 3 holidays. In the event that the SUPERINTENDENT does not utilize one or more of his 12 vacation days, such unused days shall be added to the next school years vacation days. In the event this agreement is terminated under paragraph 6 of this agreement, then the SUPERINTENDENT shall receive a sum of pay from the BOARD equal to Five Hundred Seventeen and 34/100 (\$517.34) dollars per unused vacation day. The per diem amount the SUPERINTENDENT shall receive per unused vacation day shall be increased each year the SUPERINTENDENT receives an increase in compensation. The BOARD shall establish an annual work calendar for the SUPERINTENDENT during the month of June for each following year and such calendar shall designate the non-work days associated with this AGREEMENT.

**2. Section 6 of the Agreement is hereby amended to read as follows:**

This agreement may be terminated as per BOARD Policies and shall also include the following:

- a. By expiration of its term;
- b. Mutual agreement of the parties; and
- c. Discharge for cause.

In the event this Agreement is terminated, the BOARD shall pay for and be responsible for any reasonable legal expenses the SUPERINTENDENT incurs after termination of this Agreement related to the SUPERINTENDENT'S defense of any claims which result from the SUPERINTENDENT'S actions or inactions in the SUPERINTENDENT'S official capacity as the Superintendent of the BOARD.

**3. In all other respects the Agreement and First Amended Agreement shall remain in full force and effect without change.**

**IN WITNESS WHEREOF**, this Second Amended Agreement has been executed by the parties hereto on the day and year written below to be effective on the day and year first written above.

In TESTIMONY THEREOF, the BOARD AND SUPERINTENDENT have caused this SECOND AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

DAYTON INDEPENDENT BOARD OF EDUCATION


BY:   
ROSANN SHARON, CHAIRPERSON

ATTEST:

  
PATRICIA GOSNEY, FINANCIAL OFFICER


COMMONWEALTH OF KENTUCKY  
COUNTY OF CAMPBELL, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above named Chairperson of the Dayton Independent Schools Board of Education, Rosann Sharon, on this 25<sup>th</sup> day of June, 2014.

  
NOTARY PUBLIC – State at Large  
My Commission expires: 8-11-2015

COMMONWEALTH OF KENTUCKY  
COUNTY OF CAMPBELL, SS

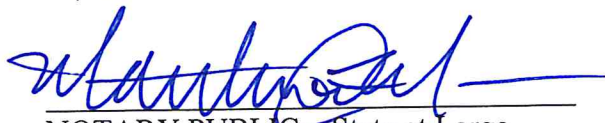
SIGNED before me a Notary Public by the above named Financial Officer of the Dayton Independent Schools Board of Education, Patricia Gosney, on this 25<sup>th</sup> day of June, 2014.

  
NOTARY PUBLIC – State at Large  
My Commission expires: 8-11-2015

  
JAY BREWER, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY  
COUNTY OF CAMPBELL, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above named Jay Brewer on this 25<sup>th</sup> day of June, 2014.

  
NOTARY PUBLIC – State at Large  
My Commission expires: 8-11-2015